



C o u n t y o f S a n L u i s O b i s p o

General Services Agency

Janette D. Pell, General Services Agency Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS-1004 FACILITIES BASED ENTERPRISE INTERNET SERVICE PROVIDER (ISP)

October 24, 2008

The County of San Luis Obispo is currently soliciting proposals for facilities based enterprise internet service provider (ISP).

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit five (5) printed copies and one electronic copy (1) in either Adobe PDF or Microsoft Word 2003 format of your proposal by 3:00 p.m. on December 1, 2008 to:

County of San Luis Obispo
Phill Haley, Central Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Ben Farrington at (805) 781-4822.

PHILL HALEY
Buyer - Central Services Division
phaley@co.slo.ca.us

FACILITIES BASED ENTERPRISE INTERNET SERVICE PROVIDER (ISP)

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FACILITIES BASED ENTERPRISE INTERNET SERVICE PROVIDER (ISP)**1 LOCAL VENDOR PREFERENCES****TO: ALL PROSPECTIVE PROPOSERS****SUBJECT: LOCAL PROPOSERS PREFERENCE**

The County of San Luis Obispo has established a local vendor preference. All informal and formal Request for Proposals for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate RFP's (Request for Proposals) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

FACILITIES BASED ENTERPRISE INTERNET SERVICE PROVIDER (ISP)**2. PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of five (5) paper copies and one (1) electronic copy in Adobe PDF format or Microsoft Word 2003 format must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on December 1, 2008. **Late proposals will not be considered.**
2. All correspondence must be directed to:

San Luis Obispo County
Department of General Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Phill Haley
3. Costs of preparation of proposals will be borne by the proposer.
5. Selection of qualified proposers will be by an approved County procedure for awarding professional or service contracts.
6. This request does not constitute an offer of employment.
7. The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.
8. The County reserves the option to retain all proposals, whether selected or rejected.
9. All proposals shall remain firm for ninety (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the service fee.
11. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
12. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.
13. Tentative proposal process dates:

Date	Event
10/24/2008	RFP Release Date
11/07/2008	Questions Due From Vendors
11/14/2008	Vendor's Questions Answered & Posted on Web
12/01/2008	Proposals Due (3:00 pm)
12/05/2008	Vendor Selected

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14. The selected vendor will be asked to provide evidence that County insurance requirements have been met. A sample County Contract is contained in Appendix B to this RFP, and in the Sample County Contract the insurance requirements are found in Exhibit D.
15. Questions regarding this proposal process, project scope, and other RFP content should be submitted promptly, must be submitted in writing, and received by the County via email, recognized carrier, fax, or hand delivered no later than 5:00 p.m. PDT on November 7, 2008. If a vendor contacts the County with an inquiry, the county reserves the right to contact the vendor to seek clarification of any inquiry received. The topic of the inquiry and the response will be summarized and placed on the County's public Internet site (www.slocounty.ca.gov).

What to include in an inquiry (question):

1. Your name, name of your firm, mailing address, area code/telephone number, email address, and fax number (optional).
2. A description of the subject or issue in question or discrepancy found.
3. The RFP section and page number or other information useful in identifying the specific subject or issue in question.
4. Remedy sought, if any.

Vendors are encouraged to submit written inquiries about the RFP. However, the County reserves the right not to respond. Regardless of delivery method, written inquiries must be received no later than 5:00 p.m. on **November 7, 2008**.

Submit inquiries using one of the following methods:

U.S. Mail, Hand Delivery, or Overnight Express:	Fax:	Email:
Questions RFP PS - 1004 County of San Luis Obispo Central Services Division 1087 Santa Rosa Street San Luis Obispo, CA 93408	Questions RFP PS - 1004 County of San Luis Obispo Central Services Division Attn: Phill Haley Fax: (805) 781-1074	Questions RFP PS - 1004 Attn: Phil Haley Email: phaley@co.slo.ca.us

To confirm the receipt of all faxed materials, call the County of San Luis Obispo, General Services Agency at (805) 781-5200 and state that you wish to confirm your faxed transmission.

Vendors shall submit all inquiries in writing. If the County contacts a vendor to clarify an inquiry, the county's posted summary and answer shall be controlling as to any oral portions of the discussion. No inference should be drawn from any question the County does not respond to in writing.

Inquiries and their response will be posted (anonymously) on the County General Services Agency - Purchasing Internet website at:

www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals. The County reserves the right to determine the appropriateness of comments and questions that will be posted on the website.

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16. The County will evaluate proposals using the factors described below. Proposals that are late, that do not comply with mandatory proposal instructions, or those that take exceptions to mandatory requirements will be eliminated without further consideration. Proposals from vendors who are on a State or Federal Barment list will not be considered. All other proposals conforming to RFP submittal requirements will be given a thorough and objective review, based on the following criteria:

- Local Preference Questionnaire response.
- Quality, attention to detail, and understanding of project scope as provided in the proposal.
- An evaluation of Company Background. The County may request further information regarding the financial stability of the vendor.
- Reference checks and possible site visits.
- A consideration of the value offered in the cost proposal.
- An evaluation of completed Requirements Matrix.
- An evaluation of project implementation plan, if any.
- Consideration of maintenance and support proposed.

17. The County anticipates reviewing all proposals and developing a list of the top finalists. The County is under no obligation to explain why a vendor was or was not selected as a finalist. The County reserves the right to go back and talk with any vendor at any time.

The final vendor will be selected based upon the selection criteria listed above and on possible follow up conversations with the finalists. Upon the conclusion of the finalist process, the County may reject all proposals, or enter into a contract with the selected finalist.

FACILITIES BASED ENTERPRISE INTERNET SERVICE PROVIDER (ISP)**3. PROPOSAL SUBMITTAL FORMAT****3.1. Proposal Paper**

It is preferred that all proposals be submitted on recycled paper, printed on two sides.

3.2. Proposal Format

Vendors are required to follow the proposal format specified in this RFP. All of the sections listed below must appear in the submitted proposal in the order shown here. If any sections do not apply or are optional to the proposal, include the section with a statement of nonapplicability. Non-conformance to this designated format may be considered grounds for disqualifying proposals.

3.2.1. Section 1 – Offer Letter

Vendors must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- A statement that your company meets the “Must Have” requirements outlined in Appendix A - Requirements Matrix
- The offer letter must contain the following statement, “Vendor expressly acknowledges that we have read the indemnification and insurance provisions in Sample Contract Exhibit D and will comply with all terms and conditions as written.”
- A specification of who should be contacted in follow-up to your response along with their contact information.

3.2.2. Section 2 – Executive Summary

Vendors must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the vendor’s proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company has over your competitors.

3.2.3. Section 3 – Company Background

Vendor must provide their response to the following statements and questions in this section of their proposal.

1. Name of Company.
2. Name of Parent Company if applicable.
3. Company website address.
4. Address of vendor location that will service this account.
5. Number of years the company has been in business.
6. Number of years the company has been an enterprise Internet Service Provider.
7. Is your corporation a California corporation? If you are a non-California corporation, is your corporation registered with the California Secretary of State to do business in California?
8. Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number.

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9. Gross revenue for the prior fiscal year (in US dollars).
10. Is your organization anticipating any expansion or re-organization within the next year? If yes, please briefly describe this.
11. How many employees are in your company?
12. How many support engineers work in your NOC?
13. How many customers (individual organizations) do you currently provide telecommunication services to?
14. Is your corporation listed on a Government Barment list?

3.2.4. Section 4 – Proposed Technical Solution

Refer to the Project Background and Requirements section below for details on the County's technical internet service needs and requirements. In completing this section please respond to the following and include details as appropriate.

- Please provide details on how you could meet or exceed the requirements listed out in this RFP. Include details about the network hand-off, and provide schedule estimates, if appropriate.
- What type of equipment would be used to provide internet services to the County as well as the equipment that would be required at the point of demarcation?
- Briefly describe the network that is used by the vendor for providing internet connectivity and services to your customers.
- What steps have been taken to ensure the network's reliability and availability?
- Briefly describe the reliability and availability of the customer-facing equipment.
- Briefly describe your company's facilities in San Luis Obispo County that will be used to deliver your proposed solution. It is imperative that facilities used to provide internet connectivity are independent and do not use any of the existing primary, tw telecom infrastructure as part of the proposed solution.
- Please describe any relevant assets you have that exceed the requirements described in this RFP.

3.2.5. Section 5 – Alternative Proposed Solution (Optional)

Briefly describe how your company can meet the requirements through alternative solutions, if any.

3.2.6. Section 6 – Additional Comments (Optional)

Please provide any other materials, suggestions, and comments you deem appropriate, if any.

3.2.7. Section 7 – References and On-Site Visits

Provide at least three (3) customer references that use your internet services. References from other California Counties are preferred. The County may be interested in making on-site visits to vendor facilities.

3.2.8. Section 8 – Cost Proposal

The proposed project costs must be quoted according to the following format. This table breaks down the costs associated with the proposed solution. When the selected vendor enters into contract negotiations the County has the right to select one or more of these line items in any appropriate combination to meet the needs of this project.

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Cost Proposal (Example)		
Description	Price	Total
Construction Costs – fiber (including splicing), etc.	\$0.00	
Installation Costs	\$0.00	
Equipment Costs	\$0.00	
Other one-time costs (if any)	\$0.00	
Total Installation/Construction Costs		\$0.00
Description	Monthly Price	Total
Monthly Internet Services Cost per service level Provide cost matrix for available bandwidth levels with a minimum level of 20 Mbps	\$0.00	
Other monthly/periodic costs (if any)	\$0.00	
Total Contract Costs		\$0.00
Total		\$0.00

The County prefers a duration for this internet connectivity of twenty-four (24) months with three twelve (12) month extensions. The Vendor must provide a cost proposal for a duration of twenty four months. The vendor is encouraged to submit additional cost proposals for other durations that the vendor believes would better suit the County.

FACILITIES BASED ENTERPRISE INTERNET SERVICE PROVIDER (ISP)**4. PROJECT BACKGROUND AND REQUIREMENTS****4.1. General Information**

The County of San Luis Obispo, General Services Agency - Information Technology (GSA-IT) wishes to have two independent Ethernet based internet connections. This RFP is being issued for the purpose of identifying an internet service provider (ISP) to replace and possibly relocate one of the two current internet connections.

4.1.1 The County of San Luis Obispo

Of the current 58 California counties, San Luis Obispo County is one of only 11 original counties established in 1850. San Luis Obispo County has 22 departments and approximately 2,800 employees. Additional information about the County can be accessed via the Web at: www.slocounty.ca.gov

4.1.2 County Information Technology Environment

The county's internet direction is to maintain two independent internet connections which are geographically dispersed.

4.1.3 County Network

A significant portion of the County network uses fiber optics and there are projects underway to extend the County's fiber optics infrastructure. Within the next year the County plans to connect key north and south county sites using fiber optics. The County's wide area network (WAN) provides telecommunication services to approximately 44 remote locations throughout the County and provides virtual private network (VPN) capabilities currently supporting 15 small remote sites over the Internet with encrypted secure links. The County network has approximately 4000 nodes. The County is standardized on Nortel networking products with some limited use of Cisco equipment.

4.1.4 Data Center Environment

The GSA-IT Infrastructure Division is responsible for supporting an IBM mainframe, Microsoft local area network (LAN) servers, and a myriad of application-specific and hosted customer applications and servers.

The Data Center is staffed 24/5 by operators in a physically secure facility with uninterruptible power supply (UPS) power and generator backup. Operations staff provides support to the various hosts. Technical Support staff is available 7:00 a.m. to 5:00 p.m., Monday through Friday, to assist users with problems. Technical Support is also available after hours and on the weekend on an on-call basis.

4.2. Project Scope

The goal of this project is to identifying an internet service provider (ISP) to replace and possibly relocate one of the two current internet connections. Both internet connections must be physically independent of each other. It is imperative that facilities used to provide the internet connectivity requested in this RFP be independent and not use any of the tw telecom internet connectivity infrastructure.

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The current County internet infrastructure is as follows:

<u>ISP</u>	<u>Speed</u>	<u>Type</u>	<u>Location</u>
tw telecom	20 Mbps	Ethernet	Data Center, 976 Osos St. San Luis Obispo
at&t	10 Mbps	ATM	Data Center, 976 Osos St. San Luis Obispo

The tw telecom internet connection uses County single mode fiber (SMF) at the data center connected to tw telecom fiber at the northeast corner of Bishop St. and Johnson Ave. The tw telecom fiber connects to Qwest fiber at tw telecom's POP (point of presence) at 3050 Broad St., Suite 113, San Luis Obispo.

The County wishes the new internet connectivity to be 20 Mbps or greater and be provided using an Ethernet handoff. The ISP must be able run new fiber or connect to the County's fiber. The County's preferred locations in order of preference are:

1. Sheriff headquarters building
1585 Kansas Ave., San Luis Obispo
The County fiber runs along Highway one from Kansas Ave. into the city of San Luis Obispo. (see the attached fiber map).
2. GSA-IT Data Center, old courthouse building
976 Osos St., room 400 San Luis Obispo
3. Health Agency administration building
2180 Johnson Ave. 1585 Kansas Ave., San Luis Obispo
The County fiber runs along Johnson Ave. back to the data center and down Laura Ln. to Orcutt Rd. then along Board St. to the airport. (see the attached fiber map).
4. Sheriff north county building
356 N. Main St., Templeton
County fiber south along Main St. then east along Phillips Rd to the railroad tracks. (see the attached fiber map).

Locally, the ISP must operate a protected fiber ring, so that a fiber cut will not impact Internet access on the ISP's local network. The County understands that the point from the fiber interconnect to the point of demarcation is not redundant or protected.

The ISP must be able to hand off to the County, native Ethernet (IEEE 802.3) data-link layer services.

The ISP must be immune from network outages on tw telecom's networks in the San Luis Obispo area.

The ISP must have in use a registered Autonomous System Number (ASN) from The American Registry for Internet Numbers (ARIN), and be able to peer with the County for network routing with Border Gateway Protocol (BGP). The ISP must be willing to accept reasonable BGP address announcements from the County. Detailed IP routing requirements will be addressed at a later date.

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4.3. Business Requirement Environment

4.3.1 Problem Definition

One of the two current agreements for internet services will soon be terminating. The County needs internet connectivity from two independent, separate sources.

4.3.2 Project Goals and Objectives

Specifically, this RFP seeks internet access at a minimum of 20 Mbps with an Ethernet handoff and that has a network infrastructure independent from the one currently used by tw telecom as outlined above.

4.3.3 Business (Functional) Requirements

The proposing vendor must include narrative responses to each of the following business requirements in their proposal's section called "Proposed Technical Solution", section 4.

4.3.4 Vendor Stability and Maturity

Selected vendor should be an established internet service provider in the state of California with a documented history of providing ISP leased data communication circuits to Government and/or nonprofit organizations.

Other requirements not directly related to physical network and services, such as security policies, network equipment requirements, network capacities, service level agreements, and other important considerations will be addressed at a later date.

4.3.5 Maintenance and Support

The selected vendor must have, at minimum, the following levels of maintenance and support capabilities: toll free 24-hour telephone support, dedicated technical contact at a Network Operations Center (NOC), automated support incident tracking system which should be accessible from the Web, and trouble escalation channels within vendor's organization.

Also, the selected vendor must have telephone support for billing and administrative issues, and should have Web access to the various accounts related to the County's activities with the vendor.

4.3.6 Requirements Matrix (Technical Requirements)

Please refer to Appendix A below for the mandatory Requirements Matrix table.

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Appendix A – Requirements Matrix (Technical Requirements)

Code	Requirement Title	Requirement Description	Must Have	Included Y/N/C	Vendor Response/Comments
1.00	Corporation				
1.10	Business License	Licensed in state of California?	Y		
1.20	Business Address	California Street Address?	Y		
2.00	Facility				
2.10	POP	Local to SLO or Templeton CA?	Y		
2.20	POP	Facilities Based?	N		
3.00	Fiber Optic Network				
3.10	Fiber backbone	Vendor must not lease or use fiber from tw telecom in the San Luis Obispo area.	Y		
3.20	Fiber Ring	Local Protected Ring?	Y		
3.30	Fiber Interconnect	Vendor connection to County IT building through interconnect or new fiber run.	Y		
4.00	Internet Services				
4.20	Media requirements	Fiber-Optic	Y		
4.30	Data-Link Layer handoff	IEEE 802.3 CSMA/CD (ETHERNET)	Y		
4.10	Bandwidth requirements	20 Mbps or greater	Y		
4.20	BGP	Registered ASN from ARIN	Y		

Appendix B – Sample County Contract

CONTRACT

FOR

INFORMATION TECHNOLOGY SOLUTION

THIS CONTRACT is made and entered into by and between the County of San Luis Obispo ("County"), a public entity in the State of California, and [VENDOR_NAME], a [STATE] Corporation ("Vendor" or "Contractor").

WITNESSETH:

WHEREAS, County is in need of certain special computing systems hardware and components, maintenance and support services; and

WHEREAS, Contractor has qualified staff who are trained, experienced, expert and competent to provide special maintenance, support, training and professional consulting services for the appropriate fees and the terms and conditions hereinafter set forth; and

WHEREAS, Contractor has different skills and products than can be produced by County civil service; and

WHEREAS, in accordance with Government Code 31000 special administrative services may be contracted; and

WHEREAS, the purpose of this contract is to provide a comprehensive information technology solution for County departments, a special administrative service;

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. **Scope of Work.** Parties agree to provide the Scope of Work set forth in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full at this point.
2. **Compensation.** Parties agree to provide the Compensation set forth in Exhibit B, attached hereto and incorporated herein by reference as if set forth in full at this point.
3. **Duration.** Parties agree to provide the Duration set forth in Exhibit C, attached hereto and incorporated herein by reference as if set forth in full at this point.
4. **General Conditions.** Parties agree to provide the General Conditions set forth in Exhibit D, attached hereto and incorporated herein by reference as if set forth in full at this point.
5. **Special Conditions.** Parties agree to provide the Special Conditions set forth in Exhibit E, attached hereto and incorporated herein by reference as if set forth in full at this point. To the extent there are conflicts between the general conditions in Exhibit D "General Conditions" and the special conditions in Exhibit E "Special Conditions", the terms and conditions of the special conditions in Exhibit E "Special Conditions" shall be controlling.

FACILITIES BASED ENTERPRISE INTERNET SERVICE PROVIDER (ISP)

COUNTY:

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:

Approved as to form and legal effect.

R. Wayth Cash.

County Counsel

By: _____
Deputy County Counsel

Date

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

By: _____
Purchasing Agent

Date

FACILITIES BASED ENTERPRISE INTERNET SERVICE PROVIDER (ISP)***EXHIBIT A – SCOPE OF WORK***

To be added after responses to RFP are submitted.

EXHIBIT B – COMPENSATION

1. Maximum Compensation Amount. The maximum amount of this contract shall not exceed \$xxx,xxx.xx .
 - 1.1. Licenses and services, are included in the pricing above.
2. Billing.
 - 2.1. Deliverables will be tested for effectiveness. The County will provide written certification and acceptance prior to invoicing by Contractor.
 - 2.2. Ten (10) days after the County has provided written certification and acceptance, Contractor shall submit itemized invoices to the County for the approved work. The County will pay the approved amount within thirty (30) days of receiving an approved invoice.

EXHIBIT C – DURATION

1. Effective Date. This contract shall be effective as of the date of the signature of the County. The County shall be the last to sign this contract.
2. Term. Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date for a term of until 24 months with the option to renew for three additional terms of 12 months each.

EXHIBIT D – GENERAL CONDITIONS

1. **Independent Contractor**. Contractor, its officers, agents, employees, contractors and subcontractors, shall be deemed to be an independent contractor of County at all times during this Contract. Nothing in this Contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services; provided, however, Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.
2. **No Eligibility for Fringe Benefits**. Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee. The only performance and rights due are those specifically stated in this Contract or existing as a matter of law.
3. **Warranty of Contractor for Provision of Services**. Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses, if necessary, to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, state and federal laws and regulations applicable to the provision of services herein.

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4. **Warranty of Contractor re Compliance with all Laws.** Contractor warrants that Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.
5. **Power and Authority of Contractor.** If Contractor is a corporation or a limited liability company, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California.
6. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part his/her/its rights or obligations under this Contract without the prior written consent of the County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.
7. **Entire Agreement and Modifications.** This Contract and all of its Exhibits supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.
8. **Governing Law.** This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.
9. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
10. **Severability.** Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible.
11. **Nondiscrimination.** Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

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12. **Notices.** All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Contractor: [Insert CEO name], Chief Executive Officer
[Insert company name]
[Insert company street address]
[Insert company city, state and zip]
Fax number: [Insert company #]

County: [Insert Department Head name]
County of San Luis Obispo [Insert name of department]
[Insert County street address]
San Luis Obispo, CA 93408
Fax number: [Insert department's fax #]

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

13. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.
14. **Indemnification.** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.
15. **Insurance.** Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, an A.M. Best & Co. rating of A:VII or above, unless exception is granted by the County's Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Contract and related warranty period if applicable.

A. **Scope and Limits of Required Insurance Policies.**

i. **Commercial General Liability.** Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

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a) The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.

b) The insurance provided herein shall be considered primary coverage to the County with respect to any insurance or self insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.

c) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

ii. Business Automobile Policy. Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

a) The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.

b) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

iii. Workers' Compensation/Employer's Liability Insurance.

a) Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

1) Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract.

2) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

b) Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

B. Deductibles and Self-Insurance Retentions.

All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this Contract.

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Prior to commencement of work and annually thereafter for the term of this Contract, Contractor will provide to the County properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

D. Absence of Insurance Coverage.

The County may direct Contractor to immediately cease all activities with respect to this Contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this Contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense.

16. **Nonappropriation of Funds.** In the event that the term of this Contract extends into fiscal years subsequent to that in which it was approved, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If the County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.
17. **Force Majeure.** Neither the County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
18. **Signatory authority.** Any individual executing this Contract on behalf of Contractor represents and warrants that he/she has full power and authority to enter into, deliver, and perform this Contract on behalf of Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.

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19. **Nondisclosure.** All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.
20. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.
21. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.
22. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement shall be strictly reserved to the County and Contractor. Nothing contained in this Contract shall give or allow and claim or right of action whatsoever by any other third person.
23. **Fiscal Controls.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the *Auditor-Controller Contract Accounting and Administration Handbook*, (Handbook) which contains the minimum required procedures and controls that must employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.
 - A. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,
 - B. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.
24. **State Audit.** Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.
25. **Tax Information Reporting.** Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.